BILL NO. S-87-03-31

SPECIAL ORDINANCE NO. S-65-87

AN ORDINANCE approving the Contract for Res. 428-86, Southwood Ave.-Stratford Rd. Storm Sewer, between Land Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Res. 428-86, Southwood Ave.-Stratford Rd. Storm Sewer, by and between Land, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

improvement of sewer conditions per the attached described sewer;

the Contract price is One Hundred Four Thousand Nine Hundred Forty-Seven and No/100 Dollars ($104,947.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Charles D. Redd
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

77-12-12

"Southwood Avenue-Stratford Road Storm Sewer"
Sewer Improvement Resolution 428-1986

RESOLVED by the Board of Public Works & Safety of the City Fort Wayne, Indiana, that construction of a main sewer from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed across the North Half of the Southwest Quarter of Section 23, Township 30 North, Range 12 East, in Allen County, Indiana.

MAIN LINE

Commencing at the intersection of Roxbury Drive and Stratford Road; thence North 0°-00' East 101± LF to a Point; thence North 89°-14' West 145± LF to a point; thence South 30°-53' West 38±LF to a proposed headwall and beginning of proposed storm sewer; thence North 30°-53' East 97± LF to proposed Structure #1; thence North 89°-14' East 160± LF to proposed Structure #2; thence South 0°-00' West 100± LF to proposed Structure #3 located 18± LF East of the centerline of Stratford Road and 10± LF North of the centerline of Roxbury Drive; thence East 330± LF to proposed Structure #4; thence North 115± LF to proposed Structure #5; thence North 330± LF to proposed Structure #6; thence North 356± LF to proposed Structure #6; thence North 356± LF to proposed Structure #7 and the end of the Main LIne.

Lateral #1

Beginning at proposed Structure #2; thence North 178± LF to proposed Strucuture #8; thence Northerly 95± LF to Structure #9 and the End of Lateral #1.

Lateral #2

Beginning at Structure #8; thence East 190± LF and the end of Lateral #2.

Said sewers shall be 12", 15", 21", 24" and 27" in diameter.

Total cost of said storm sewer improvement project shall be paid for by funds from the City of Fort Wayne 1986 Utility Bond.

The Board of Public Works & Safety shall reserve the right to eliminate any and all parts in order to keep the project within the allotted budget limits.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

ADOPTED this 11th day of FEBRUARY 1987.

BOARD OF PUBLIC WORKS & SAFETY

By _____
Baron R. Biedenweg, Director

By _____
Cosette R. Simon, Director

By _____
Lawrence D. Consalvos, Director

ATTEST:

_____
Helen V. Gochenour, Clerk

Read the first time in full and on motion by Redd, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, ~~City-County Building~~, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.

DATE: 3-24-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd, seconded by Henry, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER					
TALARICO	✓				

DATE: 4-14-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (APPROPRIATION) (GENERAL) (SPECIAL) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. S-65-87

on the 14th day of April, 19 87,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL) Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of April, 19 87, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 20th day of April, 19 87, at the hour of 1:00 o'clock P.M.,E.S.T.

WIN MOSES, JR., MAYOR

BID TAB — DATE: February 26, 1987

PROJ:Southwood/Stratford — RES. NO: 428-1986

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)	BIDDER: LAND EXCAVATING UNIT COST ($)	LAND EXCAVATING AMOUNT ($)	BIDDER: JOHN DEHNER, INC. UNIT COST ($)	JOHN DEHNER, INC. AMOUNT ($)	BIDDER: T-G EXCAVATING UNIT COST ($)	T-G EXCAVATING AMOUNT ($)	BIDDER: BERCOT, INC. UNIT COST ($)	BERCOT, INC. AMOUNT ($)	BIDDER: SCHEIDLEMAN EXCAV. UNIT COST ($)	SCHEIDLEMAN EXCAV. AMOUNT ($)
1	30" RCP Class III w/Mastic	57	LF	43.00	2451.00	51.00	2907.00	42.63	2429.91	65.67	3743.19	51.87	2956.59	53.30	3038.10
2	27" RCP Class III w/Mastic	160	LF	40.00	6400.00	42.00	6720.00	37.87	6059.20	55.37	8859.20	41.05	6568.00	49.40	7904.00
3	24" RCP Class III w/'O' Ring	435	LF	39.00	16965.00	37.00	16095.00	33.36	14511.60	38.64	16808.40	36.75	15986.25	45.71	19883.85
4	21" RCP Class III w/'O' Ring	690	LF	38.00	26220.00	32.00	22080.00	28.42	19609.80	32.25	22252.50	30.33	20927.70	42.59	29387.10
5	15" RCP Class III w/'O' Ring	360	LF	28.00	10080.00	18.00	6480.00	23.33	8398.80	30.66	11037.60	25.55	9198.00	35.97	12949.20
6	12" RCP Class IV w/'O' Ring	420	LF	25.00	10500.00	15.00	6300.00	19.51	8194.20	28.57	11999.40	24.40	10248.00	39.71	16678.20
7	Concrete Headwall Complete	1	EA	1500.00	1500.00	760.00	760.00	1240.80	1240.80	875.00	875.00	4104.00	4104.00	1527.50	1527.50
8	C.F.W. Manhole Type II-A	2	EA	1500.00	3000.00	1500.00	3000.00	1849.32	3698.64	1307.00	2614.00	1488.00	2976.00	1700.00	3400.00
9	C.F.W. Manhole Type I-G	1	EA	1000.00	1000.00	1240.00	1240.00	818.40	818.40	725.00	725.00	1013.00	1013.00	1250.00	1250.00
10	C.F.W. Manhole Type I-A	5	EA	1000.00	5000.00	1240.00	6200.00	844.80	4224.00	800.00	4000.00	1035.00	5175.00	1250.00	6250.00
11	C.F.W. Manhole Type I-C	1	EA	1000.00	1000.00	1300.00	1300.00	811.80	811.80	788.00	788.00	1100.00	1100.00	1284.00	1284.00
12	C.F.W. Inlet	4	EA	750.00	3000.00	450.00	1800.00	535.92	2143.68	485.00	1940.00	675.00	2700.00	413.00	1652.00
13	Reconstruct Catch Basin to Inlet	5	EA	500.00	2500.00	300.00	1500.00	607.20	3036.00	295.00	1475.00	500.00	2500.00	705.00	3525.00
14	Reconstruct Inlet	1	EA	250.00	250.00	200.00	200.00	601.92	601.92	195.00	195.00	675.00	675.00	470.00	470.00
15	Abandon Inlet	1	EA	750.00	750.00	200.00	200.00	369.60	369.60	180.00	180.00	500.00	500.00	529.00	529.00
16	Brush and Tree Removal	1	LS	1500.00	1500.00	1700.00	1700.00	6600.00	6600.00	550.00	550.00	3562.50	3562.50	2970.40	2970.40
17	Special Backfill	150	CY	10.00	1500.00	5.00	750.00	17.34	2601.00	12.91	1936.50	13.25	1987.50	24.56	3684.00
18	C.F.W. Seed & Mulch including Topsoil	4600	SY	0.75	3450.00	0.50	2300.00	0.86	3956.00	1.15	5290.00	1.25	5750.00	2.35	10810.00
19	Sodding	1300	SY	2.00	2600.00	2.70	3510.00	2.19	2847.00	2.40	3120.00	4.65	6045.00	3.38	4394.00
20	Concrete Walk Replacement	320	SY	18.00	5760.00	13.20	4224.00	18.01	5763.20	23.20	7424.00	20.00	6400.00	7.05	2256.00
21	6" Concrete Drive Replacement	225	SY	19.00	4275.00	12.40	2790.00	20.00	4500.00	29.50	6637.50	23.00	5175.00	4.53	1019.25
22	6" Concrete Pavement Replacement	230	SY	20.00	4600.00	9.00	2070.00	22.00	5060.00	31.75	7302.50	22.00	5060.00	49.00	11270.00
23	Restoration	1	LS	2000.00	2000.00	1385.00	1385.00	1702.00	1702.00	1200.00	1200.00	2000.00	2000.00	7050.00	7050.00
24	30" Flap Gate	1	EA	3500.00	3500.00	1425.00	1425.00	2211.00	2211.00	1946.00	1946.00	1925.00	1925.00	3971.50	3971.50

BID TAB DATE: February 26, 1987

PROJ: Southwood/Stratford RES. NO: 428-1986

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)	BIDDER: LAND EXCAVATING UNIT COST ($)	LAND EXCAVATING AMOUNT ($)	BIDDER: JOHN DEHNER, INC. UNIT COST ($)	JOHN DEHNER, INC. AMOUNT ($)	BIDDER: T-G EXCAVATING UNIT COST ($)	T-G EXCAVATING AMOUNT ($)	BIDDER: BERCOT, INC. UNIT COST ($)	BERCOT, INC. AMOUNT ($)	BIDDER: SCHEIDLEMAN EXCAV. UNIT COST ($)	SCHEIDLEMAN EXCAV. AMOUNT ($)
27	Asphalt Bike Path Complete	1	LS	2800.00	2800.00	2080.00	2080.00	1840.00	1840.00	1890.00	1890.00	2401.00	2401.00	3672.00	3672.00
				TOTAL:	$125,001.00	TOTAL:	$104,947.00	TOTAL:	$118,955.25	TOTAL:	$127,075.69	TOTAL:	$135,348.54	TOTAL:	$164,497.85
						% over	0.00%	% over	0.00%	% over	1.63%	% over	7.65%	% over	24.01%
						% under	16.04%	% under	4.84%	% under	0.00%	% under	0.00%	% under	0.00%

Bond No. B 66 30 90

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

LAND EXCAVATING, INC.
P. O. Box 192
LaOtto, IN 46763

as Principal, hereinafter called Contractor, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

City of Fort Wayne, Board of Public Works & Safety
City-County Building
Fort Wayne, IN 46802

as Obligee, hereinafter called Owner, in the amount of One Hundred Four Thousand, Nine Hundred Forty Seven and

No/100 ---------- Dollars ($--104,947.00-----), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated March 11 19 87, entered into a contract with Owner for

Southwood Avenue - Stratford Road Storm Sewer Resolution 428-86

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 12th day of March 1987

X Jay Braun (Witness)

X Julie M. Bossard (Witness)

LAND EXCAVATING, INC. (Seal)
(Principal)

BY: X Jack Braun PRESIDENT
(Title)

RELIANCE INSURANCE COMPANY

BY: Fred L. Tagtmeyer
Fred L. Tagtmeyer, (Title) Attorney-in-Fact

Performance Bond
Revised to February, 1970

SB 5715ax (1) Printed in U.S.A.
BDR 2304 ED 7-71

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

LAND EXCAVATING, INC.
P.O. Box 192
LaOtto, IN 46763

as Principal, hereinafter called Principal, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

City of Fort Wayne, Board of Public Works & Safety
City-County Building
Fort Wayne, IN 46802

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

One Hundred Four Thousand, Nine Hundred Forty-Seven and No/100 ---- Dollars ($ ---104,947.---),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated March 11 19 87, entered into a contract with Owner for Southwood Avenue - Stratford Road Storm Sewer Resolution 428-86

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)

PROJECT: SOUTHWOOD AVENUE - STRATFORD ROAD STORM SEWER Contract No. 428-86

Resolution No. 428-86

CONTENTS

Check if Contained	Pages	
	1	Cover Sheet
	A/1 - A	Advertisement for Bids
	I/1 - I/9	Instructions to Bidders
	S/1 -S/2	Schedule
	SI/1-SI/2	Schedule of Items
	S/	Notes 1 and 2
	NCA/1	Non-Collusion Affidavit
	BB/1	Bidder's Bond
	FS/1	Certificate in Lieu of Financial Statement Form 96A
	PB/1-PB/2	Specimen Form-Payment Bond
	PGB/1-2	Specimen Form-Perfor. & Guaranty Bond
	GP/1-GP/7	General Provisions
	WS/1	Prevailing Wage Rates-State of Indiana
	SP/1-SP/5	Special Project Specifications

ATTACHMENTS

		Project Plans Drawing # SY-
		General Specifications and Conditions
		Detail Standard Construction Standards
		WPCE Department, City of Fort Wayne
	EA/1-EA/4	Escrow Agreement
	RW/1	Right-of-Way Cut Permit
	NP/1	Notice to Proceed
	CO/1-CO/2	Change Order - Specimen Form
	AP/1	Apartheid Policy

DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	OTHER
	____%	____%	____%	____%

ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. 2	Date

****

BID SUBMITTED

Land Excavating, Inc.
Contractor

By: Jack Braun

Its Jack Braun, President

Offer Date February 25, 1987

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance J. Adams

O.C.2/85

ACCEPTANCE OF BID/AWARD OF CONRACT

CITY OF FORT WAYNE
Board of Public Works & Safety

[signature]

Carette R. Simon

J. D. Consalvo

CITY OF FORT WAYNE

[signature]

Win Moses, Jr., Mayor

AWARD Date 3/4/87

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. ____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. ____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Copeland & Sons Trucking	721 Leesburg Rd.	
2.		
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Soils Engineering & Excavating, Inc.		
2.	P.O. box 161 LaOtto, IN 46763	
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Land Excavating, Inc.

By Jack Braun

Its Jack Braun, President

Contractor _____

By _____

Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

Land, Inc. has been able to meet this goal in the passed and will continue to strive to do so.

(attach additional sheets if necessary)

Contractor land Excavating, Inc.

By Jack Braun

Its Jack Braun, President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works & Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

SOUTHWOOD AVENUE - STRATFORD ROAD STORM SEWER
RESOLUTION 428-86

All work will be performed in accordance with: Resolution 428-1986, Instructions to Bidders, Bond forms, the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF 104,947.00(If the unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after the Board issues a written notice to proceed. All work shall be completed within 120 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X". It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this Agreement and the contractor agrees that it will complete the project herein defined on or before one hundred twenty (120) days after issuance of Notice to Proceed.

The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $250.00 per day for each and every day after 120 days after issuance of notice to proceed that the project remains uncompleted. The parties agree that the sum of $250.00 per day is a reasonable estimate as to damages which would be incurred by the City of Fort Wayne. The parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies or officials or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods and explosions.

In submitting this bid, it is understood that the right is reserved by the owner to reject any and all bids and to waive any defect in any bid.

SCHEDULE OF ITEMS DATE: February 25, 1987

PROJECT: SOUTHWOOD/STRATFORD RES. NO: 428-86

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE ($)	EXTENSION ($)
1	30" RCP Class III w/Mastic	57	LF	51.00	2,907.00
2	27" RCP Class III w/Mastic	160	LF	42.00	6,720.00
3	24" RCP Class III w/'O' Ring	435	LF	37.00	16,095.00
4	21" RCP Class III w/'O' Ring	690	LF	32.00	22,080.00
5	15" RCP Class III w/'O' Ring	360	LF	18.00	6,480.00
6	12" RCP Class IV w/'O' Ring	420	LF	15.00	6,300.00
7	Concrete Headwall Complete	1	EA	760.00	760.00
8	C.F.W. Manhole Type II-A	2	EA	1500.00	3,000.00
9	C.F.W. Manhole Type I-G	1	EA	1240.00	1,240.00
10	C.F.W. Manhole Type I-A	5	EA	1240.00	6,200.00
1	C.F.W. Manhole Type I-C	1	EA	1300.00	1,300.00
12	C.F.W. Inlet	4	EA	450.00	1,800.00
13	Reconstruct Catch Basin to Inlet	5	EA	300.00	1,500.00
14	Reconstruct Inlet	1	EA	200.00	200.00
15	Abandon Inlet	1	EA	200.00	200.00
16	Brush and Tree Removal	1	LS	1700.00	1,700.00
17	Special Backfill	150	CY	5.00	750.00
18	C.F.W. Seed & Mulch including Tops	4600	SY	.50	2,300.00
19	Sodding	1300	SY	2.70	3,510.00
20	Concrete Walk Replacement	320	SY	13.20	4,224.00
21	6" Concrete Drive Replacement	225	SY	12.40	2,790.00
22	6" Concrete Pavement Replacement	230	SY	9.00	2,070.00
23	Restoration	1	LS	1,385.00	1,385.00
24	30" Flap Gate	1	EA	1425.00	1,425.00

SCHEDULE OF ITEMS DATE: February 25, 1987

PROJECT: SOUTHWOOD/STRATFORD RES. NO: 428-86

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE ($)	EXTENSION ($)
25	Clean & Regrade Existing Ditch	330	LF	15.70	5,181.00
26	#1 Lime Stone Rip Rap	75	TN	10.00	750.00
27	Asphalt Bike Path Complete	1	LS	2080.00	2,080.00
				TOTAL	$104,947.00

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____ day of _____, 1987.

Firm Name: _____

By: _____

IN WITNESS WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 25 day of February, 1987.

Name of Corporation: Land Excavating, Inc.

By: Jack Brown

ATTEST:

Dee Evans

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Jack Braun, the President

, of Land Excavating, Inc.

Position Company

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of March 198 6, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:

2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: February 25, 1987

Jack Braun
Signature

Jack Braun, President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 25 day of February, 198 7.

Jay Braun
Notary Public
Resident of Noble County

My Commission Expires:

April 28, 1990

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and any

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Jack Braun

Land Excavating, Inc.

Jack Braun, President

Subscribed and sworn to before me by Jack Braun
this 25 day of February, 1987.

My Commision Expires:

April 28, 1990

Jack Braun
Notary Public
Resident of Noble County

****

Subscribed and sworn to before me by _____
this ____day of _____, 198____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____County

****

Subscribed and sworn to before me by _____
this ____day of _____, 198____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____County

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Land Excavating, Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Land Excavating, Inc., that Land Excavating, Inc. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 25th day of February, 1987.

Land Excavating, Inc.
(Name of Bidder/Vendor)

(Name and Title of Person Signing)
Jack Braun, President

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his/her bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated of habit, local custom, or otherwise. The bidders agree that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: February 25 ,19 87 Land Excavating, Inc.
(Name of Bidder)

By: Jack Braun

Title: Jack Braun, President

Official Address (including ZIP code) : P.O. Box 192

LaOtto, IN 46763

It is the policy of Land Excavating, Inc. (Company) that equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex or national origin.

In support of this policy Land Excavating, Inc. (Company) will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

The Land Excavating, Inc. (Company) will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Land Excavating, Inc.
(Name of Company)

Jack Brown
(Signature of Company Official)

2-25-87
(Date)

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

Bond No. _____

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS
A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we LAND EXCAVATING, INC.
P.O. Box 192
LaOtto, IN 46763

as Principal, hereinafter called the Principal, and the RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety; are held and firmly bound unto Board of Public Works & Safety
City of Fort Wayne
City-County Building
Fort Wayne, IN

as Obligee, hereinafter called the Obligee, in the sum of 5% of the amount of the attached

bid----------Dollars ($ ----------),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Southwood Avenue - Stratford Road Storm Sewer Resolution 428-86

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of February A.D. 19 87

Jay Brown
(Witness)

Land Excavating, Inc.
(Principal) (Seal)

Jack Brown
(Title) PRESIDENT

RELIANCE INSURANCE COMPANY

Gerald C. Kramer, Jr.
Gerald C. Kramer, Jr., Attorney-In-Fact

BDR-2305 Ed. 10-73

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.

RELIANCE INSURANCE COMPANY

By [signature]

Vice President

STATE OF Pennsylvania
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986

[signature]

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 25th day of February 19 87

Assistant Secretary [signature]

BDR-1431 Ed. 6/79

7535

Admn. Appr.

TITLE OF ORDINANCE Res.428-86, Southwood Ave.-Stratford Rd. Storm Sewer

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 428-86, Southwood Ave. - Stratford Rd. Storm Sewer is for the attached described sewer. Land Inc. is the contractor.

87-03-31

EFFECT OF PASSAGE Improvement of sewer conditions at above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $104,947.00

ASSIGNED TO COMMITTEE

BILL NO. S-87-03-31

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the Contract for Res. 428-86, Southwood Ave. - Stratford Rd. Storm Sewer, between Land Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
	CHARLES B. REDD CHAIRMAN	
	PAUL M. BURNS VICE CHAIRMAN	
	THOMAS C. HENRY	
	BEN A. EISBART	
	SAMUEL J. TALARICO	

CONCURRED IN 4-14-87

SANDRA E. KENNEDY
CITY CLERK